

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

Negotiation Request:	November 30, 1999
135 <sup>th</sup> Day Thereafter:	April 13, 2000
160 <sup>th</sup> Day Thereafter:	May 11, 2000
9 Months Thereafter:	August 30, 2000

Michael R. Romano  
Attorney  
Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, Colorado 80021  
720/888-7015 (Tel.)  
720/888-5134 (Fax)  
e-mail: [mike.romano@level3.com](mailto:mike.romano@level3.com)

Russell M. Blau  
Tamar E. Finn  
Edward W. Kirsch  
Zenas J. Choi  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007  
202/424-7500 (Tel.)  
202/424-7645 (Fax)  
e-mail: [ewkirsch@swidlaw.com](mailto:ewkirsch@swidlaw.com)

Its Attorneys

Dated: July 11, 2000

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

**Q: Please state your name and title for the record.**

**A:** My name is Andrea L. Gavalas. I am Senior Director of Network Deployment for Level 3 Communications, LLC (“Level 3”).

**Q: Did you file a Verified Statement in this docket on May 30, 2000?**

**A:** Yes, I did.

**Q: What is the purpose of your Supplemental Statement?**

**A:** The purpose of my Supplemental Statement is to rebut the arguments made by Ameritech Illinois (“Ameritech”) witnesses Michael D. Silver (“Silver”), Craig S. Mindell (“Mindell”), and Timothy Oyer (“Oyer”) concerning the following issues set forth in Level 3’s Petition for Arbitration: Points of Interconnection (Issue 27), Trunk Utilization (Issue 33), Trunk Blocking (Issue 32), Forecasting (Issue 31), Transit Traffic (Issue 29), End Office Trunking (Issue 30), Cross Connects (Issue 26), and Payload Mapping (Issue 23).

## **ISSUE 27: POINTS OF INTERCONNECTION**

**Q: Has Ameritech witness Mindell accurately characterized Level 3's position regarding its preference for one POI per LATA?**

**A:** No. Mr. Mindell implies that Level 3 would never establish more than one POI per LATA. Mindell at 5. As I explained in my initial testimony, Level 3 requires one POI per LATA initially, but is willing to work with Ameritech, based on sound engineering principles, to establish additional POIs where necessary. In fact, our willingness to work with ILECs is evidenced by the fact that we have established two POIs per LATA in three LATAs with Ameritech-affiliated ILECs, Southwestern Bell Telephone (in the Houston and Dallas LATAs) and Pacific Bell (in the San Francisco LATA).

I'd also like to stress that none of Ameritech's local operations personnel, who are familiar with how Level 3 and Ameritech do business today, have requested that Level 3 establish POIs at each tandem. The arbitrary request for one POI per tandem was made by Ameritech's parent company, SBC Communications, Inc. ("SBC"), in the context of negotiations for a 13-state interconnection agreement.

**Q: Does the size of LATAs in Illinois justify one POI per tandem?**

**A:** No, the mere size of the LATA does not justify multiple POIs. It is likely that Level 3's traffic will initially be concentrated in one area of a LATA with very few calls destined for, or received from, end users located far away from the single POI. In such instances, requiring Level 3 to establish a POI at some distant point in the LATA merely because a few minutes of traffic might originate there places a financial burden on Level 3.

**Q: But doesn't Ameritech argue that requiring a single POI per LATA places a financial burden on Ameritech?**

**A:** Ameritech does make that argument, but I disagree strongly, for two reasons. First, if the volume of traffic originating from or terminating to a “distant” Ameritech tandem is low, Ameritech’s transport and switching costs are also relatively low. Ameritech has been in this business for over 100 years and has built ubiquitous facilities to transport traffic throughout its serving area. Since Ameritech already has facilities in place to carry this traffic, its costs to switch and transport traffic it exchanges with Level 3 are relatively low.

On the other hand, Level 3 as a new entrant has not deployed transport facilities throughout Ameritech’s serving area. Thus, in order for Level 3 to reach every Ameritech tandem, Level 3 must either construct facilities, which requires local permits, digging up streets, etc., or lease existing transport from Ameritech or another carrier. In short, where traffic volumes to/from distant tandems are low, if Ameritech requires Level 3 to establish a POI at each tandem, Ameritech’s avoided costs are negligible but Level 3’s costs are high. Furthermore, if Level 3 purchases the transport from Ameritech, then Ameritech has succeeded, through its multiple POI requirement, in generating a significant amount of revenue from selling transport to Level 3.

In sum, the number of POIs is a financial issue for both Parties. SBC’s insistence on one POI per tandem places an undue financial burden on Level 3 to build out (or purchase or lease) facilities to each of SBC’s tandems. The local network planners, who are familiar with the Parties’ network architecture, traffic patterns, demand, and available capacity, are much better suited than the legal departments of either company to determine when more than one POI per LATA is necessary.

**Q: Does Ameritech’s proposal to require Level 3 to establish trunks to every local tandem and every end office not served by a local tandem pose similar concerns?**

**A:** Yes. Once again this requirement is a ploy by Ameritech to require Level 3 to establish multiple POIs. Level 3 must pay Ameritech non-recurring charges for each trunk Level 3 establishes. The contract provides that a POI “is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves *as a demarcation point between the facilities that each Party is responsible to provide.*”<sup>1</sup> The trunking proposal by Ameritech contradicts this statement. If Ameritech requires Level 3 to trunk to each local tandem and end office, Level 3 is forced to pay a portion of Ameritech’s costs on its side of the POI, making the entire POI concept meaningless.

**Q: What about Ameritech’s argument that in the absence of such trunks, it will have to switch your traffic through two tandem switches?**

**A:** First of all, you have to recognize that this is not only Level 3’s traffic. Ameritech customers call Level 3 customers, and it is Ameritech’s responsibility to bring that traffic to the POI. Similarly, when Level 3 hands off a call to Ameritech at the POI, it is Ameritech’s responsibility to carry that traffic from the POI to Ameritech’s customer for termination. Level 3 agrees that in some cases traffic volumes will warrant direct end office or tandem trunks. However, until there is sufficient traffic to justify direct trunks, Ameritech’s economies of scale and scope make it more efficient for Ameritech to carry the traffic via its ubiquitous common transport network.

### **ISSUE 33: TRUNK UTILIZATION**

**Q: Were you aware that Ameritech uses a 75% utilization requirement for all CLECs (Mindell at 23)?**

---

<sup>1</sup> App. NIM, § 2.2 (emphasis added).

**A:** No. Our current agreement does not specify a utilization rate that Level 3 must achieve prior to augmenting trunks and Ameritech has never (to date) restricted our trunk augmentations based on our utilization level. However, I am aware that other SBC-affiliated ILECs have used an Accessible Letter notification process to impose unilaterally a 75% utilization requirement for all CLECs in other SBC states. In Texas, however, Ameritech's affiliated incumbent, Southwestern Bell Telephone, has issued a letter requiring a 65% utilization level. That letter is provided as Attachment 1.

**Q: Do Ameritech's trunks meet its 75% utilization requirement?**

**A:** No, many of Ameritech's own trunks do not meet its 75% utilization requirement. In response to Level 3's Data Request No. 100, Ameritech provided utilization measurements for various trunk groups. \*\*\*\*\* BEGIN PROPRIETARY \*\*\*\*\*Their response shows that for Ameritech interoffice trunks, over the past 12 months, 3326 trunk groups did not meet a 50% utilization requirement, 2173 trunk groups were between 51% and 65% utilization and 932 trunk groups were between 66% and 75% utilization. Thus a total of 6331 Ameritech interoffice trunk groups did not, over the past 12 months, meet the utilization requirement SBC is trying to impose on Level 3. Their response is included as Attachment 2 to my rebuttal testimony.

\*\*\*\*\* END PROPRIETARY \*\*\*\*\*

**Q: Mr. Mindell testified that Level 3's busy hour trunk utilization rate peaked at 69% and is currently 35%. What do these numbers indicate to you?**

**A:** These numbers show the danger of measuring utilization as a snapshot in time. At any particular point, Level 3 may have certain trunk groups that are reaching full capacity while others, newly-installed trunk groups for instance, may be at a very low capacity. Thus an average utilization rate of near 50% could include trunk groups at 95% capacity and trunk groups

at 20% capacity. While Ameritech's utilization language is less than clear, because it focuses on an average rate, I am concerned that it could be read to restrict trunk augmentation on trunk groups with high utilization rates that are near blocking. As I explained in my initial testimony, I am also concerned that an average of 75% unduly restricts Level 3's ability to grow its network and add customers – particularly in light of what I understand from my staff to be the practical limitations on how many trunks Ameritech will provision in a given day. (Specifically, my staff has informed me that Ameritech has previously limited the number of trunks it will provision in a single day to 6 T1s in the Chicago LATA where we operate. While Ameritech may have gone above this number from time to time, it is my understanding that this cap is all we have been told by Ameritech to rely upon in our own network planning.) In the past, Level 3 has added customers to its network that doubled our volume of traffic in a single day. Ameritech's 75% utilization trigger would prevent me from providing service to such customers.

### **ISSUE 32: TRUNK BLOCKING**

**Q: Is Level 3 asking Ameritech to provide it preferential advantages in trunk blocking?**

**A:** No. Level 3 understands that Ameritech offers blocking standards of one to two percent to all LECs. Maybe trunk blocking has not been important to CLECs that provide traditional voice-grade telephony services or to CLECs' voice customers. Because Level 3 is deploying a state-of-the-art Internet Protocol network that will combine voice, data and video all in one communications stream, this issue is very important to Level 3. I imagine it will also become important to other CLECs and Ameritech as they develop broadband service offerings.

Level 3's innovation in this area may benefit all LECs. For example, although many traditional CLECs were satisfied with caged collocation arrangements, DSL providers were not and negotiated cageless collocation arrangements. Now that cageless collocation has become a

standard ILEC offering, all LECs, including ILECs, can benefit from more efficient use of ILEC central office space permitted by cageless arrangements. Rather than requesting preferential treatment, Level 3 is anticipating the needs of next-generation service providers. Furthermore, if the Commission determines that Ameritech must offer a blocking standard of 0.5% to Level 3, that standard will be available to other CLECs through the Section 252(i) most favored nations process.

**Q: Do you know what blocking standard Ameritech uses for its own trunk groups?**

**A:** In response to one of our Data Requests, Ameritech stated that it measures less than one percent blocking on its own final trunk groups. Their response is included as Attachment 3 to my testimony.

### **ISSUE 31: FORECASTING**

**Q: Is Level 3 proposing to submit weekly or monthly forecasts to Ameritech?**

**A:** No. Our proposed contract language (Section 6.1 of Appendix ITR) provides for quarterly forecasts that estimate trunking needs for the six months following the forecast date. However, Level 3 is willing to submit one-year forecasts on a rolling basis every quarter if that would help address Ameritech's concerns.

**Q: Why does Level 3 prefer quarterly forecasts?**

**A:** While Ameritech has been a LEC for over 100 years, Level 3 has been a LEC for only two years, and has been operating less than two years in Illinois. Level 3 therefore does not have the wealth of historical data and knowledge necessary to predict Level 3's precise trunking requirements. When we entered the Illinois market, our local network planners asked Ameritech's local network planners where we should trunk. Thus our initial forecasts relied on Ameritech's advice, which was based on their historical traffic patterns. The ability to submit

forecasts on a quarterly basis would increase the accuracy of Level 3's forecasts because we could make more frequent adjustments to account for actual sales and traffic volumes. As Level 3 gains more experience in the Illinois market, our forecast accuracy should also improve.

**Q: In his testimony about Level 3's forecasts, SWBT witness Mindell (at 19) claims that Level 3 has overstated its forecasts. Do you think quarterly forecasts will reduce Level 3's margin of error?**

**A:** Yes I do. For instance, Mindell claims that in 1999, our first year of operation in Illinois, Level 3 installed approximately 36% of its forecasted trunks. Yet for the first six months of 2000, Level 3 installed almost 50% of its forecasted trunks. I think greater experience in the market plus the ability to adjust our forecasts each quarter will greatly improve our accuracy.

**Q: Do Ameritech's forecasting and provisioning policies give Level 3 incentives to err on the side of forecasting additional trunks?**

**A:** Yes. Ameritech will only build trunks to our forecast, not beyond our forecast. For example, suppose that on January 1, 2000, Level 3 forecasted a need for 768 trunks in a new market by December 31, 2000, and estimated it would need 192 trunks turned up in each quarter. If, before the end of the second quarter, Level 3 had turned up all 384 forecasted trunks but needed to order an additional 192 because of higher than expected customer demand or growth, Ameritech could refuse to provision that order until the third quarter. In other words, Ameritech generally will not turn up trunks beyond the number of trunks that were included in our most recent forecast for the relevant period. Although Ameritech may try to accommodate trunking beyond our forecast if facilities are available, there is no guarantee they will do so. Taken together, the non-binding nature of the forecasts and Ameritech's provisioning policies provide CLECs incentives to err on the side of over-forecasting trunks.

## **ISSUES 29 & 30: TRANSIT TRAFFIC AND DIRECT END OFFICE TRUNKING**

**Q: Ameritech witness Mindell implies (at 10) that Level 3 is not willing to negotiate traffic exchange agreements with other CLECs. Is that true?**

**A:** Not at all. Level 3 is willing to negotiate traffic exchange agreements and direct interconnection, where justified by traffic volumes, with other LECs. If traffic volumes average two DS1s, it is more efficient and economical to establish direct interconnection than use Ameritech's transit service and Level 3 is willing to commit the resources to negotiating and arbitrating such agreements. However, Level 3 is not willing to sign a contract that permits Ameritech to terminate transit service at the moment Level 3 exchanges a DS1 volume of traffic with a third-party LEC. Level 3 should be given time to measure the traffic and negotiate or arbitrate the agreement with the third-party LEC before Ameritech ceases providing transit service. Under Ameritech's proposal, there is a very real danger that Ameritech would have the right to block traffic destined for a third-party LEC at the single moment such traffic reached 24 trunks, thus preventing end users from completing their calls.

**Q: Does Ameritech explain how it proposes to measure transit and end office traffic?**

**A:** No. Mr. Mindell uses the phrase "fully utilized" to describe Ameritech's proposed 24-trunk threshold. Based on the contract language, I believe Ameritech intends to measure transit traffic and end office traffic at a single peak. As I explained in my initial testimony, using a peak measurement together with a relatively low 24-trunk standard could cause all parties, Level 3, Ameritech, and the third-party LEC, to waste valuable resources on facilities that would later be underutilized.

**Q: Does the fact that a DS1 is a "basic building block" of a transport facility in Ameritech's network provide support for Ameritech's proposal?**

**A:** No. Whether Level 3 uses one or two Ameritech DS1s for transit traffic, Level 3 pays Ameritech a transit charge for each call that transits Ameritech's network. I'd also note that Level 3's proposed threshold of 48 trunks is hardly a complicated equation, simply involving two times the elemental building block of 24 trunks.

**Q: By proposing a transit traffic and direct end office trunking standard of 2 DS1s, is Level 3 proposing to double all CLECs' load of Ameritech tandem trunking?**

**A:** No. Level 3 is asking only that Level 3 be permitted a transit and direct end office trunking threshold of 2 DS1s. If other CLECs are interested in this standard, then it would be available to them through the Section 252(i) adoption process.

Ameritech has made no showing that Level 3's transit traffic is overloading its tandems. The fact that Level 3 has established trunks to many Ameritech end offices and tandems should relieve pressure on Ameritech tandems and trunk ports and alleviate Ameritech's concerns regarding potential tandem exhaust.

#### **ISSUE 26: CROSS CONNECTS**

**Q: Did Ameritech testimony address Level 3's request to specify the types of cross connects Ameritech must provide under the contract?**

**A:** No. Ameritech did not provide any reason why it cannot, or should not be required to, offer DS3, DSL capable, and OC3 to OC48 cross connects. In fact, in response to our Data Request numbers 96-98 (Attachment 4), Ameritech stated that it uses Optical carrier cross connects in its network and that it provides OC cross connects to other carriers via its tariffs. In discussing cross connects, Ameritech witness Silver appears to be stuck on the idea that Level 3 is asking Ameritech to combine UNEs for Level 3, or is asking Ameritech to combine UNEs with other tariffed services, such as access, for Level 3.

Perhaps the confusion arises because of where in the contract Level 3 requested this language be added. Let me be clear, by proposing the language in Sections 13.3 through new 13.6 of Appendix UNE, Level 3 is not asking Ameritech to combine UNEs, nor is Level 3 asking Ameritech to combine UNEs with other services. A cross connect is not a UNE. A cross connect is a means to connect a UNE or other service to Level 3's collocation arrangement. Level 3 is requesting that the contract specify the various means by which, and prices for, the connections that deliver a single UNE or a single service to Level 3's collocation arrangement. However, Mr. Oyer has now clarified that Ameritech considers a cross connect to be the combination of jumpers and tie cable that connects Ameritech's distributing frames, not the "collocation cable" between Ameritech's distributing frames and Level 3's collocation arrangement. Oyer at 15. Although this is contrary to my understanding of the term "cross connect," Level 3 would be willing to use Ameritech's preferred term for this cable, and move this language to Appendix Collocation if necessary, so long as it is clear that Ameritech will provide DS3, DSL capable, and OC3 to OC48 connections from its distributing frame to Level 3's collocation arrangement.

**Q: Is Level 3 still requesting that Ameritech provide CLEC-to-CLEC connections?**

**A:** While Level 3 would prefer that Ameritech still offer these connections, I understand that their obligation to provide them is being reviewed by the FCC. If the FCC does not address this issue prior to the conclusion of our arbitration, Level 3 is willing to incorporate the results of the FCC proceeding through the change in law provisions of the Parties' agreement. However, Mr. Oyer has testified that, as an alternative to using Ameritech-provided cables, Level 3 may provision its own cabling to another CLEC's collocation arrangement. Oyer at 17. I presume Mr. Oyer is proposing to strike not only our proposed language in Appendix UNE, but also the

first two sentence of Section 4.4 in Appendix Collocation. In order to preserve Level 3's right to make the connection itself, the second two sentences of Section 4.4 must remain in the contract.

### **ISSUE 23: PAYLOAD MAPPING**

**Q: Does Ameritech offer to provide unbundled dedicated transport as a point to point circuit at certain speeds address Level 3's need for payload mapping?**

**A:** No. As I explained in my initial testimony, a point to point OC48 circuit can be broken up into numerous small pipes of various sizes. Ameritech's commitment to provide transport at certain speeds does nothing to address Level 3's need to customize high capacity transport to its customers' needs. In response to our Data Request Numbers 85-87 (Attachment 5), Ameritech stated that it performs payload mapping in its own network in connection with transport facilities and that it offers payload mapping to other CLECs and IXC's. Level 3 is merely seeking nondiscriminatory treatment from Ameritech in asking that the payload mapping function of transport be spelled out in the contract.

**Q: Does this conclude your Supplemental Statement?**

**A:** Yes, it does.

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

**ATTACHMENT 1**

# Accessible



## **“Notification of A Change in the Percentages used to Determine Underutilization - Texas”**

Date: March 31, 2000

Number: **CLECTA00-040**

Contact: Southwestern Bell Account Manager

This Accessible Letter is to inform the CLECs of a change in the percentages used to determine underutilization. Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Except where specific contradictory contract language exists, joint facility planning as detailed below will be implemented for this under-utilization of Interconnection trunks.

Those situations where more capacity exists than actual usage requires will be handled in the following manner:

1. If a trunk group is under 65 percent (65%) of Centum Call Seconds (CCS) capacity on a monthly average basis, for each month of any three consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 35 percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.
2. Either Party may issue a Trunk Group Service Request (“TGSR”) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days after receipt of the TGSR. A Party may also issue an ASR at any time as a result of the Party's own capacity management assessment.
3. Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the 10 business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
4. If SWBT does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the 10 business day period, SWBT will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional 5 business days or fails to present adequate reason for keeping trunks operational, SWBT will assume the role of network administrator and will issue an ASR to resize the Interconnection trunks and facilities pursuant to the provisions in item one above.

Please contact your Account Manager with any questions.

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

**ATTACHMENT 2**

**PROPRIETARY AND CONFIDENTIAL**

Illinois Commerce Commission

**Docket 00-0332  
Level 3 Data Request 100**

**Request:**

Please state the number of trunks in SBC's region in the last 24 months that did not meet utilization targets of 50%, 60% and 75%. Please separately state each number for SBC's interoffice trunks and local interconnection trunks SBC provides to CLECs. Please also state these numbers by:

- a. state;
- b. metropolitan region; and
- c. central office.

**Response:**

**In Illinois, trunk group utilization is based on the busy season, which is determined over a 12 month period. The data below represents the last 12 months of data.**

**Ameritech Illinois interoffice trunks (includes other ILEC and miscellaneous trunk groups)**

3226 trunk groups less than 50% utilization  
2173 trunk groups between 51%-65% utilization  
932 trunk groups between 66%-75% utilization

These numbers include pending disconnects of 6000 trunks and the additional trunks required prior to the LaGrange tandem rehome. Once the rehome is completed, additional disconnects will be determined.

**CLEC trunk groups**

1061 trunk groups less than 50% utilization  
436 trunk groups between 51%-65% utilization  
92 trunk groups between 66%-75% utilization

Proprietary

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

**ATTACHMENT 3**

Illinois Commerce Commission

**Docket 00-0332**  
**Level 3 Data Request 104**

**Request:**

Please state at what blocking rate SBC augments trunks to its tandems.

**Response:**

Ameritech Illinois measurement is less than 1% blocking on a final trunk group. The trunk groups are identified at 85% utilization and based on the historical trends, current market analysis and busy season data, a determination is made to augment the group.

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

**ATTACHMENT 4**

**Illinois Commerce Commission  
Docket 00-0332  
Level 3 Data Request 96**

**Request:**

Please state whether SBC uses Optical Carrier (“OC”) cross connects in its networks.

**Response:**

Ameritech Illinois does use Optical Carrier cross connects in its networks.

**Illinois Commerce Commission  
Docket 00-0032  
Level 3 Data Request 97**

**Request:**

Please state whether SBC provides OC-n cross connects to other carriers or customers. If SBC does provide OC-n cross connects to other carriers or customers, to what class of carrier or customer (e.g., CLEC, interexchange, business). Please provide the number of instances by class of carrier or customer for:

- a. state;
- b. metropolitan area; and
- c. central office.

**Response:**

Ameritech Illinois provides OC-n cross connects to CLECs through interconnection agreements and applicable state and federal tariffs. Ameritech Illinois does not track instances by class of carrier or customer.

**Illinois Commerce Commission**

**Docket 00-0032  
Level 3 Data Request 98**

**Request:**

Does SBC provide OC-n cross connects as a service? A function of a service? An option for a service? If so, please identify all such services, functions, and options.

**Response:**

See III. C.C. Tariff 20, Part 23, Section 4 and FCC Tariff 2, Section 16.

**BEFORE THE  
ILLINOIS COMMERCE COMMISSION**

In the Matter of	)	
	)	
LEVEL 3 COMMUNICATIONS, LLC	)	Docket No. 00-0332
Petition for Arbitration Pursuant to Section	)	
252(b) of the federal Telecommunications	)	
Act of 1996, to Establish an Interconnection	)	
Agreement with Illinois Bell Telephone	)	
Company d/b/a Ameritech Illinois	)	

**SUPPLEMENTAL VERIFIED STATEMENT OF ANDREA L. GAVALAS**

**ATTACHMENT 5**

**Illinois Commerce Commission  
Docket 00-0032  
Level 3 Data Request 85**

**Request:**

Please state whether SBC performs payload mapping in its own network in connection with its transport facilities. For the purposes of this request, please consider “payload mapping” to include, but not limited to, the concatenation or channelization of circuits.

**Response:**

Ameritech Illinois performs payload mapping in its network in connection with transport facilities.

**Illinois Commerce Commission  
Docket 00-0032  
Level 3 Data Request 86**

**Request:**

Please state whether SBC provide payload mapping as a service to other carriers, as a function of a service provided to other carriers, or as an option of a service provided to other carriers.

**Response:**

Ameritech Illinois provides payload mapping as a service to other carriers and as an option of service to other carriers.

**Illinois Commerce Commission**  
**Docket 00-0032**  
**Level 3 Data Request 87**

**Request:**

If the answer to Data Request No. 86 is yes, please state to what class of carriers SBC provides payload mapping.

**Response:**

Ameritech Illinois provides payload mapping to competitive local exchange carriers and interexchange carriers.

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on July 11, 2000, he has caused copies of the attached verified statements to be served on each of the persons listed below via overnight mail:

Nancy H. Wittebort  
Ameritech Illinois  
225 W. Randolph, Suite 27C  
Chicago, IL 60606  
(312) 727-4517  
nancy.h.wittebort@ameritech.com

G. Darryl Reed, Staff Counsel  
Telecommunications Division  
Illinois Commerce Commission  
527 East Capital Avenue  
Springfield, IL 62701

Sherwin Zaban, Hearing Examiner  
Illinois Commerce Commission  
160 North LaSalle Street, C-800  
Chicago, IL 60601

Dennis G. Friedman  
Christian F. Binnig  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, IL 60603  
(312) 782-0600  
dfriedman@mayerbrown.com

Torsten Clausen  
A. Olusanjo Omoniyi  
Telecommunications Division  
Illinois Commerce Commission  
527 East Capital Avenue  
Springfield, IL 62701

---

Edward W. Kirsch